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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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Elliott D. Light

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EXAMINER

ZURITA, JAMES H

ART UNIT

PAPER NUMBER

3625

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**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

<b>Office Action Summary</b>	<b>Application No.</b> 09/559,778	<b>Applicant(s)</b> LIGHT ET AL.	
	<b>Examiner</b> James H. Zurita	<b>Art Unit</b> 3625	

**-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --**

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).

Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

1) ☒ Responsive to communication(s) filed on 13 July 2007.

2a) ☒ This action is **FINAL**.                      2b) ☐ This action is non-final.

3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

4) ☒ Claim(s) 80-86, 89-98, 101-110 and 113-116 is/are pending in the application.

    4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.

5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.

6) ☒ Claim(s) 80-86, 89-98, 101-110, 113-116 is/are rejected.

7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.

8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

9) ☐ The specification is objected to by the Examiner.

10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a) ☐ All    b) ☐ Some \*    c) ☐ None of:

1. ☐ Certified copies of the priority documents have been received.

2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.

3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

1) ☐ Notice of References Cited (PTO-892)

2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3) ☐ Information Disclosure Statement(s) (PTO/SB/08)  
    Paper No(s)/Mail Date \_\_\_\_\_.

4) ☐ Interview Summary (PTO-413)  
    Paper No(s)/Mail Date \_\_\_\_\_.

5) ☐ Notice of Informal Patent Application

6) ☐ Other: \_\_\_\_\_.

## **DETAILED ACTION**

### ***Response to Amendment***

On 17 July 2007, applicant added claim 116.

Claims 80-86, 89-98, 101-110, 113-116 are pending and will be examined.

Claims 80, 92 and 104 are independent.

### ***Response to Arguments***

Rejections under 35 USC 112 are withdrawn in view of amendment.

Applicant's arguments filed 13 July 2007 have been fully considered but they are not persuasive.

Applicant argues:

Paltenghe does not disclose such a method, system or machine-readable medium where the offer originates from the data subject accessing a Web page of the data recipient. In fact, Paltenghe specifically teaches away from such a modification. In [0061] Paltenghe indicates that merchant offers which satisfy consumer criteria are forwarded by the information bank 23 to the consumer 25, and that the merchant will not know the identity or address information of the consumer, nor will the consumer 25 know the identity of the merchant. Instead, offers meeting consumer profiles are forwarded by the information bank to the consumer [0062]. Meyer does not resolve these deficiencies. Withdrawal of the rejections is requested.

In response, the Examiner notes Paltenghe also describes offers originating from when a customer accesses a merchant web site, as in paragraphs 0007 and 0068.

### ***Claim Rejections - 35 USC § 102***

The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

Art Unit: 3625

Claims 80, 81, 92, 93, 95, 104, 105 are rejected under 35 U.S.C. 102(e) as being anticipated Paltenghe (US PG-PUB 2001/0011250A1).

For purposes of Examination, Data subject is interpreted as a consumer/customer, data recipient is interpreted as a merchant. Data subject registration is interpreted as having a consumer's information retained on a data repository. Purchase query is interpreted as an offer to buy sent by a merchant to a consumer. Purchase reply is a consumer's acceptance of a merchant's offer.

**As per claim 80**, Paltenghe discloses method(s) for allowing

- a data subject (consumer, reference 25)
- to purchase (see, for example, at least paragraph 0061 and references to consumer purchases)
- an item (see, for example, at least references to goods, paragraph 0029)
- from a data recipient [merchant] (merchants and service providers, reference 27)
- over a computer network (Internet, for example, paragraph 6, network, paragraph 0045), comprising:
  - (a) **receiving**, from a data subject network communication device (see at least paragraph 0010)
  - an offer associated with a the data recipient [merchant] (see, for example, merchant offers, paragraph 0062; they are associated with merchants) and
  - a message (see, for example, message(s), as in paragraph 0049, communication messages to/from consumers and Information Bank 23)

Art Unit: 3625

including a network communication device software identifier (see, for example, at least paragraph 0007 and references to cookies),

- offer and the message being received at a data repository computer (see, for example, specific merchant offers received at Information Bank, forwarded to specific consumers, the offer associated with a specific merchant being accepted by the specific consumer; then the acceptance of that offer sent to the Information Bank as message 29 from consumer 25 to Information Bank 23, as in Fig. 1);
- the offer originating from the data subject [consumer] accessing a web page of the recipient (see, for example, a customer browsing merchant sites, as in paragraph 0068; see also paragraph 0007, which discusses browsing web sites).

(b) **determining** whether the data subject is registered (see, for example, references to service account, where consumer information may be stored for future use, as in applicant's disclosures, page 26, lines 26-27);

(c) **determining** whether the data recipient [merchant] is authorized (see, for example, at least references to authorized merchants, as in paragraph 0010);

(d) [if the data subject is registered and the data recipient [merchant] is authorized], **retrieving** purchasing information associated with the data subject from a database in the data repository computer (see, for example, at least paragraphs 0014 and 0071, concerning purchasing information such as credit card);

Art Unit: 3625

(e) sending a purchase query to the data subject network communication device (see, for example, at least paragraphs 0026, consumers can search shop and negotiate, and 0061, the information bank sends merchant's offer to a consumer) ; and

(f) in response to a purchase reply received from the data subject network communication device, sending purchase transaction information to the data recipient [merchant]. See, for example, at least paragraph 0029, concerning billing consumers for purchases.

**As per claim 81**, Paltenghe discloses that determining whether the data subject [consumer] is registered includes determining whether the network communication device software identifier matches an entry in the database (see, for example, at least references to cookies, as in paragraph 0007).

**As per claim 83**, Paltenghe discloses that purchasing information associated with the data subject [consumer] includes credit card information and shipping information, the shipping information including a shipping address and a preferred shipping method (see, for example, at least paragraphs 0071, 0072).

Claim 92 is rejected on the same grounds as claim 80.

Claim 93 is rejected on the same grounds as claim 81.

Claim 95 is rejected on the same grounds as claim 83.

Claim 104 is rejected on the same grounds as claim 80.

Claim 105 is rejected on the same grounds as claim 81.

***Claim Rejections - 35 USC § 103***

The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

Claims 82-86, 89-91, 94, 96-98, 101-103, 106-110, 113-115 are rejected under 35 U.S.C. 103(a) as being unpatentable over Paltenghe in view of Meyers (US 6,915,271).

***As per claim 82*** Paltenghe ***does not*** specifically disclose that an offer includes a data recipient [merchant] identifier, an item price, a data recipient [merchant] digital signature, a final price indicator and a transaction number. Meyer discloses that the offer includes a data recipient [merchant] identifier (see, for example, references to URL, as in Col. 39, lines 29-55), an item price (see, for example, at least Col. 41, line 66-Col. 42, line 25), a data recipient [merchant] digital signature (see at least Col. 47, line 48-Col. 48, line 4), a final price indicator and a transaction number (see, for example, at least Col. 41, line 66-Col. 42, line 25, total price, transaction ID number).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Paltenghe and Meyer to disclose that an offer includes a data recipient [merchant] identifier, an item price, a data recipient [merchant] digital signature, a final price indicator and a transaction number.

One of ordinary skill in the art at the time the invention was made would have been motivated to combine Paltenghe and Meyer to disclose that an offer includes a data recipient [merchant] identifier, an item price, a data recipient

[merchant] digital signature, a final price indicator and a transaction number for the obvious reason that the details may be used for tracking and analysis on a regular basis, possibly identifying suspicious patterns.

**As per claim 84**, Palthenge **does not** specifically disclose determining whether the credit card information is accepted by the data recipient [merchant]. Meyer discloses determining whether the credit card information is accepted by data recipient [merchant] (see, for example, at least Col. 41, lines 22-40, Col. 50, lines 38-52).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Palthenge and Meyers to disclose determining whether the credit card information is accepted by the data recipient [merchant].

One of ordinary skill in the art at the time the invention was made would have been motivated to combine Palthenge and Meyers to disclose determining whether the credit card information is accepted by the data recipient [merchant] for the obvious reason that a merchant may wish to get paid for purchases.

**As per claim 85**, Paltenghe discloses obtaining a new price from the data recipient [merchant] based on the shipping address and the preferred shipping method; and setting the item price equal to the new price (see, for example, at least paragraph 0072).

**As per claim 86**, Palthenge **does not** specifically disclose prompting the data subject [consumer] for a passphrase; and authenticating the data subject [consumer] based on a passphrase stored within the database. Meyer discloses prompting the data subject [consumer] for a passphrase; and



authenticating the data subject [consumer] based on a passphrase stored within the database (see, for example, at least Col. 33, lines 23-34, Col. 39, lines 29-35).

It would have been obvious to one of ordinary skill at the time the invention was made to combine Palthenge and Meyer to specifically disclose prompting the data subject [consumer] for a passphrase; and authenticating the data subject [consumer] based on a passphrase stored within the database.

One of ordinary skill at the time the invention was made would have been motivated to combine Palthenge and Meyer to specifically disclose prompting the data subject [consumer] for a passphrase; and authenticating the data subject [consumer] based on a passphrase stored within the database for the obvious reason that consumer information may thus be protected from unauthorized use.

**As per claim 89**, Palthenge **does not** specifically disclose storing the transaction information in an authorized data recipient [merchant] transaction log. Meyer discloses storing the transaction information in an authorized data recipient [merchant] transaction log (see, for example, at least Col. 50, lines 53-27).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Palthenge and Meyer to disclose storing the transaction information in an authorized data recipient [merchant] transaction log.

One of ordinary skill in the art at the time the invention was made would have been motivated to combine Palthenge and Meyer to disclose storing the transaction information in an authorized data recipient [merchant] transaction log for the obvious reason that merchants may wish to analyze the data periodically and on a regular basis, such as for suspicious patterns.

**As per claim 90**, Palthenge does not specifically disclose storing the transaction information in a data subject [consumer] transaction log. Meyer discloses storing the transaction information in a data subject [consumer] transaction log (see, for example, at least Col. 4, lines 8-31, Col. 8, lines 11-37).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Palthenge and Meyer to disclose storing the transaction information in a data subject [consumer] transaction log.

One of ordinary skill in the art at the time the invention was made would have been motivated to combine Palthenge and Meyer to disclose storing the transaction information in a data subject [consumer] transaction log for the obvious reason that merchants may wish to analyze the data periodically and on a regular basis, such as for suspicious patterns.

**As per claim 91**, Palthenge **does not** specifically disclose sending a transaction confirmation message to the data subject [consumer]. Meyer discloses sending a transaction confirmation message to the data subject [consumer] (see, for example, at least Col. 41, lines 22-40, Col. 42, line 59-Col. 43, line 14).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Palthenge and Meyer to disclose sending a transaction confirmation message to the data subject [consumer].

One of ordinary skill in the art at the time the invention was made would have been motivated to combine Palthenge and Meyer to disclose sending a transaction confirmation message to the data subject [consumer] for the obvious reason of letting a consumer make purchases and to assure that settlement can take place.

Claim 94 is rejected on the same grounds as claim 82.

Claim 96 is rejected on the same grounds as claim 84.

Claim 97 is rejected on the same grounds as claim 85.

Claim 98 is rejected on the same grounds as claim 86.

Claim 101 is rejected on the same grounds as claim 89.

Claim 102 is rejected on the same grounds as claim 90.

Claim 103 is rejected on the same grounds as claim 91.

Claim 106 is rejected on the same grounds as claim 82.

Claim 107 is rejected on the same grounds as claim 83.

Claim 108 is rejected on the same grounds as claim 84.

Claim 109 is rejected on the same grounds as claim 85.

Claim 110 is rejected on the same grounds as claim 86.

Claim 113 is rejected on the same grounds as claim 89.

Claim 114 is rejected on the same grounds as claim 90.

Claim 115 is rejected on the same grounds as claim 91.

Claim 116 is rejected on the same grounds as claim 80.

### ***Conclusion***

**THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the mailing date of this final action.


Any inquiry concerning this communication or earlier communications from the examiner should be directed to James H. Zurita whose telephone number is 571-272-6766. The examiner can normally be reached on 8a-5pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jeffrey A. Smith can be reached on 571-272-6763. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Art Unit: 3625

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/James H Zurita/  
Primary Examiner, Art Unit 3625  
30 March 2008

<b>Application Number</b> 	<b>Application/Control No.</b> 09/559,778	<b>Applicant(s)/Patent under Reexamination</b> LIGHT ET AL.	
	<b>Examiner</b> James H. Zurita	<b>Art Unit</b> 3625	